

Collective Bargaining Agreement

Between

ABM Industry Groups, LLC



And

**International Union, United Automobile, Aerospace &
Agricultural Implement Workers of America & Local 933**



Effective: June 21, 2019 through June 20, 2023



TABLE OF CONTENTS

| <u>ARTICLE AND TITLE</u> | <u>PAGE</u> |
|--|-------------|
| INTRODUCTION | 3 |
| PREFACE | 3 |
| ABM OBJECTIVES | |
| 1. AGREEMENT | 4 |
| 2. UNION RECOGNITION | 4 |
| 3. BARGAINING UNIT EMPLOYEES' PROBATIONARY PERIOD | 4 |
| 4. CHECK-OFF | 4 |
| 5. MANAGEMENT RIGHTS | 5 |
| 6. SENIORITY | 6 |
| 7. CLASSIFICATIONS | 8 |
| 8. JOB POSTINGS | 9 |
| 9. STRIKES, STOPPAGES AND LOCKOUTS | 11 |
| 10. GRIEVANCE AND ARBITRATION | 11 |
| 11. UNION ACTIVITY | 13 |
| 12. WORK WEEK AND RELIEF | 13 |
| 13. OVERTIME | 14 |
| 14. EQUALIZATION OF OVERTIME | 14 |
| 15. HOLIDAYS | 16 |
| 16. VACATIONS | 16 |
| 17. SICK TIME | 17 |
| 18. LEAVES | 18 |
| 19. JURY DUTY | 19 |
| 20. BEREAVEMENT | 19 |
| 21. INSURANCE | 19 |
| 22. GENERAL PROVISIONS | 20 |
| 23. SEPARABILITY | 22 |
| 24. TERM OF AGREEMENT | 22 |
| 25. PROCEDURE TO MODIFY THE AGREEMENT | 22 |
| 26. SUCCESSOR CLAUSE | 22 |
| 27. SAFETY AND HEALTH | 22 |
| 28. REQUIRED AGREEMENT MODIFICATION | 23 |
| 29. INCORPORATION OF MEMORANDA | 24 |
| SIGNATURE PAGE | 24 |
| ATTACHMENTS | |
| A – WORK RULES/STANDARDS AND EXPECTATIONS IN THE WORKPLACE | 25 |
| B – BENEFITS | 33 |
| C – WAGES | 34 |
| D – ATTENDANCE POLICY | 36 |
| E – MEMORANDUM OF UNDERSTANDING FOR ARTICLE 14. EQUALIZATION OF OVERTIME | 39 |
| F – MEMORANDUM OF UNDERSTANDING FOR COLLECTIVE BARGAINING AGREEMENT FOR PURPOSES OF CLARIFICATION OF JOB BIDS FOR EXISTING EMPLOYEES | 40 |

INTRODUCTION

The ABM Industry Groups, LLC. (hereinafter “ABM”) and UAW Local 933 recognize that they must effectively function collaboratively as a team to prosper in today’s globally competitive marketplace.

ABM acknowledges that Union and Management may have different ideas and concerns on various matters affecting their relationship. We are absolutely convinced that differences can be peacefully and satisfactorily resolved by sincere, patient, and collaborative effort of both of the parties. Regarding the effort of work, we mutually subscribe to the concept of “a fair day’s work for a fair day’s pay”.

PREFACE

ABM and UAW Local 933 each recognize their respective responsibilities under federal, state, and local laws relating to the legal principles of equal opportunity in employment practices.

ABM Objectives at the Allison Transmission site:

- Position ABM among the most valued primary suppliers to Allison Transmission. Our performance will be measured in terms of Safety, Quality, Service and Price, to ensure that ABM and its employees are recognized by Allison Transmission as a highly valued work force.
- To continue in fostering the win/win relationship between Allison Transmission and ABM concerning their relationship with each other and its employees and the Union.
- Position ABM and its employees for new service opportunities at Allison Transmission.
- Establish the Allison Transmission facility in Indianapolis as the ‘best in class’ ‘industry benchmark for our services as provided by ABM’s management and our employees.
- Foster collaboration, expertise, and superiority of accomplishment to be utilized throughout Allison Transmission’s facility and elsewhere.
- Become a model for successful collaborative labor/management relations.

ARTICLE 1: AGREEMENT

This agreement is entered into by and between ABM Industry Groups, LLC. (Hereinafter "ABM") which provides manufacturing support service for the Allison Transmission, Inc. facility in Indianapolis, Indiana, (hereinafter "Customer") and Local 933 of the United Automobile, Aerospace and Agriculture Implement Workers of America (Hereinafter "UAW"), International Union.

For the purpose of definition, the "Company" or "Management" refers to ABM, and the "Union" refers to Local 933 of the International UAW, AMB Unit Members, Bargaining Committee. "Customer" refers to Allison Transmission, Inc.

ARTICLE 2: UNION RECOGNITION

The Company recognizes UAW Local 933 as the sole and exclusive collective bargaining agent for bargaining unit employees included in ARTICLE 7: CLASSIFICATIONS.

There shall be no individual agreement between the Company and the employees.

ARTICLE 3: BARGAINING UNIT EMPLOYEES' PROBATIONARY PERIOD

All new employees of ABM are temporary, leased employees obtained by ABM from a temporary employment service as selected by ABM (hereinafter, "temp(s)"). Such temp(s) are at will employees and subject to termination of status at the sole discretion of ABM. All new employees of ABM shall receive four (4) days of training within ten (10) working days from the date they are sent to a plant. Supervisors shall assist new employees in how to navigate the plant in the performance of the route to which they are assigned in addition to the employee who may work with them in training or otherwise. Temp(s) may become eligible for full time status as a bargaining unit employee if an opening exists within the bargaining unit workforce, by attrition or otherwise or the need of ABM to fill a new position created within the bargaining unit, provided that the temp(s) is qualified to fill the position then available in the sole discretion of ABM management and has been a temp(s) of ABM for ninety (90) days. In the event that a temp(s) is to be kept employed for more than 90 days, the parties will discuss and identify that need. The temporary employee shall then meet with ABM management and the Union to discuss the need for them to remain in a temporary status past the 90th day and when an opening in the workforce may occur for a job for which they are qualified. Once temp(s) is selected by ABM to fill the opening within the bargaining unit workforce, the employee will be considered as a full time bargaining unit employee entitled to seniority status as of their date of hire as a bargaining unit employee.

ARTICLE 4: CHECK-OFF

All employees covered by this Agreement may become a member of this Union upon hire as a full-time bargaining unit employee after acquiring the thirty (30) calendar days of continuous employment and may, as a condition of employment, to the extent permitted by law, maintain their Union Membership to the extent of paying membership dues and initiation fees uniformly levied against all Union Members as prescribed by the Constitution of the International Union. For the sake of clarity, the probationary period referenced in Articles 3 & 6 is still ninety (90) days and the request to pay union dues after thirty (30) days has no impact on an employee's probationary status.

During the life of this Agreement, the Company agrees to deduct Union membership dues levied by the International Union or Local Union in accordance with the Constitution and Bylaws of the Union, from the

pay of each employee who executes or has voluntarily executed an "Authorization for Check-Off of Dues" form, furnished by the Union. In addition, the Company agrees to deduct from each employee's payroll, where pre-approval is given in writing, the amount designated by the employee for political action (V-CAP) and transfer the total said amount to UAW Local 933 on a monthly basis and will be paid within ten (10) working days of the date of the payroll.

The Union agrees to indemnify the Company with respect to any claims arising out of the Check-Off or V-CAP contributions.

The parties further agree that to the extent that any of the foregoing language of ARTICLE 4 providing for Union security requires an employee to:

1. Become or remain a member of a labor organization;
2. Pay dues, fees, assessments, or other charges of any kind or amount to a labor organization; or
3. Pay to charity or third party an amount that is equivalent to or a pro rata part of dues, fees, assessments, or other charges required of members of a labor organization; as a condition of employment or continuation of employment.

Such language and provision is suspended for any period of time that the Indiana Right-to-Work Law, Indiana Statutes §22-6-6-1 through §22-6-6-13, remains in force and effect. The remaining language and provisions of ARTICLE 4 shall remain in force and effect.

ARTICLE 5: MANAGEMENT RIGHTS

Section 1

The right of the Company to manage its business and activities is recognized by the Union. The Company, in the exercise of the customary functions of Management, may establish and enforce reasonable rules not inconsistent with the terms of this agreement. In addition, the right to manage the Company's business, hire, promote, demote, discharge, lay-off, or discipline for just cause, to establish standards of quality and operating standards, change methods or equipment, to maintain efficiency of employees, and establish schedules is recognized by both the Union and the Company as the proper responsibility and duties of Management.

If a seniority employee believes that an exercise of Management rights violates one or more provisions of this agreement, the employee may file a timely grievance concerning such matter, which grievance will be subject to resolution through the grievance procedure.

Section 2

MANAGEMENT RESPONSIBILITIES

In managing its business activities, Management will meet with the Union to inform and discuss with the Union representative major organizational changes, plans to in-source or out-source work, technological changes that will impact the bargaining unit, schedule changes, or other significant events. In addition, in the event the Company is directed by the customer to out-source work currently being performed by the bargaining unit, the Company will notify the Union in advance and will meet to discuss the situation and consider and collaborate concerning alternatives. If requested, the Company will provide the Union with the information as permitted by Customer regarding the proposed out-sourcing to help the Union prepare a business case for determining if the work can be retained by the bargaining unit. If a business case is presented, any proposed resolution other than outsourcing must be approved by each of the parties and the Customer before it can be implemented.

Prior to initiating or changing Company work rules or schedules, Management will meet and consult with the Union Bargaining Committee to review the work rules or schedules, explain the reason for the change, and explore alternatives. Management will not change Company policies contrary to the terms of this Agreement except as by mutual agreement of the Union and Management.

Section 3

UNION RESPONSIBILITIES

The Union has the exclusive responsibility of representing its membership regarding all terms and conditions of employment and to ensure that they are treated consistent with the terms of this Agreement, and that its members receive fair and equitable wages and benefits. The Union agrees to promote the common objectives of the parties and to cooperate and collaborate with the Company in administering, on a fair and equitable basis, standards of conduct, attendance programs, problems resolution and scheduling of shifts.

Section 4

EMPLOYEE RESPONSIBILITIES

All employees should have the following responsibilities:

- Meet reasonable goals and schedules;
- Work within reasonable Company guidelines;
- Respect the individual rights of others;
- Abide by reasonable standards of conduct and attendance policies;
- Promote continuous improvement by looking for opportunities to make the Company more efficient; and
- Achieve quality goals and improve quality standards.

All employees and Management strive to focus on safety, training, quality, production, and team performance.

The Company and the Union agree that all employees of the Company, both Management and hourly, must treat each other with dignity and respect. In this regard, neither the Company nor the Union will condone any harassment or unfair treatment of one party by another, or shall they condone harassment or discriminatory treatment of their fellow employees.

ARTICLE 6: SENIORITY

Section 1

Seniority is defined as the length of continuous service at the Site and is accrued upon hire and after completion of the probationary period of 90 days as a temp of the Company. In the event more than one employee has the same seniority date, seniority rights will be determined by the order of the employee number assigned. Employees will have their seniority rights for purposes of any conflicts in scheduling of work, overtime or vacation/leave time by the order of the employee number assigned. The lowest number will have seniority. Seniority will be retroactive to the first day worked as a full-time ABM employee at the Customer's facility.

Seniority is applied to the following:

- Vacation eligibility
- Permanent job bids
- Overtime Layoffs by classification in reverse order

- For layoffs less than thirty (30) days, the Company has the right to ask for volunteers regardless of seniority

Section 2

LAYOFFS

- Employees will be laid off by order of seniority, low seniority first. All employees retained must be able to perform the required work within their classification at the required quality and performance standards.
- Employees will remain in their classification by order of seniority. In the event of a layoff projected not to exceed thirty (30) workdays, volunteers will be solicited and will be given priority as long as they remaining employees can perform the job safely. In the event there are not enough volunteers, members may be laid off by order of seniority, low seniority first, except as referenced above.
- Retained employees will be solicited within the classification high seniority to lowest seniority for change to another shift within the classification to fill available open positions which may result from a layoff. If there are not enough volunteers, employees with least seniority shall be adjusted to another shift for the duration of the layoff.
- After a two-week period following the start of the layoff, management will review with the Union the status of the layoff.

If the layoff is projected to go beyond thirty (30) days, then the parties will meet to review a plan to manage the ongoing layoff.

- In the event of a layoff projected to exceed thirty (30) workdays, members will be laid off by order of seniority, low seniority first. The company will provide required training to permit employees retained to perform their jobs safely.
- In the event of any layoff, the process for securing volunteers will be determined by collaboration of the Company and the Bargaining Committee.

The elected Unit Chairperson and Stewards will have super seniority. That is, in the event of a reduction in force and at the point where they would be subject to layoff the Unit Chairperson and Stewards will be retained on their assigned shift and capacity as a representative unless that shift has been eliminated.

Section 3

REDUCTION RIGHTS

In the event of a reduction in workforce, the following procedure shall be utilized for employees in the classifications designated in the Collective Bargaining Agreement. An employee shall exercise seniority against the employee with the least seniority in the following order:

- 1) Temp(s) and non-fulltime employees
- 2) Bargaining Unit

In the event an employee does not meet the minimum requirements in which he/she is reduced or does not meet the job performance standards for such job, such employee shall exercise seniority in line with the job for which he or she is qualified.

In the event more than one person is involved, the concept of high bumps low will be used.

RETURN RIGHTS

An employee will have rights to return to the next available opening within the classification from which they were reduced providing they have not exercised their right to bid on another permanent job posting.

Section 4

RECALLS

Recall of laid off employees from layoff greater than thirty (30) days will be in reverse order of layoff. It is the employee's responsibility to keep a current address and telephone number on file with the Company for recall notification purposes. The employee will be notified of their recall by mail to their address of record. The Union will receive a copy of the notifications. The Company will provide required training if necessary for other employee to return to the position in their classification.

Section 5

SENIORITY WILL BE BROKEN WHEN:

- An employee is discharged for just cause
- An employee voluntarily quits
- An employee is absent for three (3) regular scheduled working days without notification to the employee's supervisor before the employee's regular start time absent extenuating circumstances outside of the employee's control.
- An employee fails to report to work within five (5) days of notification of recall from layoff by personal contact and/or certified mail unless otherwise agreed to by management and the union Chairperson or designee.
- An employee does not perform work for eighteen (18) months, except for military leave, workman's compensation, or layoff.
- An employee is on layoff for one (1) year or length of service whichever is greater.

ARTICLE 7: CLASSIFICATION

Employees will be classified in one of the following categories for the purpose of administering this agreement. All employees, regardless of classification, are responsible for general housekeeping.

Classification I.

General Housekeeping

Classification II.

Outside Grounds

Classification III.

Utility

Classification IV.

Fork Lift Operator

Classification V.

Project Worker

Classification VI

Material Handlers

Base wages for each classification of new employees are set forth in Attachment C.

ARTICLE 8: JOB POSTINGS

Section 1

JOB OPENINGS

1. At the time a job opening occurs within a classification, Management will use its best efforts to determine whether the opening is temporary or a permanent opening based on the length of time estimated as necessary for the job then open, with the classification, to be filled by another worker.
2. Job openings will be filled based on the following procedures. The Union and Management will meet to discuss the estimated duration of temporary openings within a classification. However, if the opening described below occurs in housekeeping, temporary assignments will be made using temp(s).

Section 2

TEMPORARY ASSIGNMENTS

1. Temporary assignments within other classifications of employees will be filled through a temporary assignment of employees from the Company's other classifications as set forth below. Management will poll employees who are qualified by training and experience and ability who are able to work the shift to fill the temporary assignment position by seniority, high seniority first, to fill the assignment. If no employee elects to fill the temporary assignment by this process and the polling process fails to fill the assignment, the employee(s) with lowest seniority within the classification(s) polled who is qualified by training and experience will be compelled to fill the temporary assignment.
2. When an employee is filling a temporary assignment, the employee shall be compensated and paid at the base rate of pay for the classification in which the temporary assignment position is classified or their rate of compensation from their present position, whichever is greater.
3. Upon completion of the temporary assignment, the employee(s) will be returned to their previous job assignment and classification of pay.

Section 3

NON-TEMPORARY, REGULAR JOB OPENINGS OTHER THAN HOUSEKEEPING

1. In the event of an opening within a job classification other than Housekeeping by attrition or otherwise, Management will inform the Union that the position(s) within the classification is available to be filled by seniority, high seniority first, from the employees who are qualified by training and experience to fill the position(s) then open.
2. The open position(s) within the classification will then be posted for bid for a period of 72 hours for the employees who are qualified by training and experience to bid on the position. The closing time of the bid will be noted on the posting. All bids for the position(s) then open must be submitted in writing on the bid notice to the Director of Human Resources by the time of closing of the bid as set forth in the bid notice.
3. All bidders who have signed up on the bid notice will be submitted by seniority, high seniority first, until the position(s) is filled.
4. The employee who by seniority, training and experience fills the position(s) as posted will receive the base rate of pay for the job classification filled, or his or her rate of pay, whichever is greater.
5. Employees who decline a position(s) for which they have bid will be required to sign a declination of bid form.
6. Until the opening within a job classification that is to be filled using the bid procedure as outlined above is filled, management may fill the position on a temporary basis as previously set forth in Section 2.

Section 4

NON-TEMPORARY, REGULAR JOB OPENINGS IN HOUSEKEEPING

1. In the event of an opening in the Housekeeping classification by attrition or otherwise, Management will inform the Union that the position(s) within the classification is available to be filled.
2. Management will then offer the available position(s) to those temp(s) who have worked for the Company for ninety (90) days or more, as the Company may choose.
3. Upon hire as a non-temporary, regular Housekeeper, the employee so hired shall be considered a seniority employee of the Company and Union.

Section 5

PERPETUAL BIDDING PROCESS AND CONDITIONS FOR ALL POSITIONS FILLED BY ANY BID PROCESS

1. A perpetual bid list will be developed and maintained for all shifts and classifications on a form which shall contain the names of those seniority employees who have elected in writing to be placed on the perpetual bid list.
2. Copies of the perpetual bid list will be provided to the Union quarterly or as requested.
3. Any seniority employee may bid for any or all future job opportunities whether they are on the perpetual bid list or not.
4. Inclusion on the perpetual bid list can be changed by seniority employees at any time by submitting, in writing, a request to be included in or removed from the list.
5. Perpetual bids will remain in effect until the end of the agreement or changed by the employee. All perpetual bids and the list will be purged at the end of the contract.
6. When an opening occurs and the position is posted, all bidders who have signed up on the bid posting or the perpetual bid list will be solicited by order of seniority until the position is filled.
7. The employee and Management will have an evaluation period of ten (10) working days after the position is filled to review the employee's job performance and interest in performing the job as bid.
8. Upon satisfactory completion of the tenth working day, the employee will be removed from the perpetual bid process and posted bid process and will be restricted from returning to their previous classification and shift or bid on another position(s) open for bid, for a period of six (6) months from the date of the bid job award.
9. If an employee who has bid a new position returns to the classification of position held before the bid, they shall be compensated at the same rate of pay that they last received when they held that classification of position to which they returned plus an annual increase, if applicable.
10. Successful bidders who decline a bid will be required to sign a declination of bid form.
11. Declining a bid does not eliminate the employee from the next available opportunity for which they have bid. Successful bidder's name, classification and shift will be posted within 36 hours of the close of the bid notice. Any dispute arising from the award of the bid posted must be noticed within 36 hours of the posting of the bid awards.
12. If the perpetual bid list and bid process does not result in any or enough employees interested in filling the position(s) open, the Company will hire temp(s) to fill the positions necessary to be filled. In the event management determines the employee cannot perform the job, the employee will be sent back to their previous job assignment and will not be restricted from bidding on other job postings.
13. Employees awarded temporary jobs and completing the ten (10) working day evaluation period will be restricted from returning to their previous classification and shift until the temporary job ends.
14. Employees awarded temporary jobs through the posting process will not be restricted from bidding on a permanent job.
15. Employees transferring to a temporary job at a lower rate of pay will retain their current rate of pay.
16. Secondary openings created by filling temporary or non-temporary bid positions will be filled by temps employees until it is determined by management in collaboration with the Union, that the secondary opening can be filled through the perpetual bid process or the posted bid process.

17. Postings for all job position openings will include the following information:
 - Classification
 - Shift
 - Schedule as referred to in ARTICLE 12: WORK WEEK AND RELIEF
 - Description of job
 - Number of job openings
18. It is understood that the actual schedule and job responsibilities may be subject to change based upon the needs of the job and the dictates of the Customer.
19. Training for job tasks shall be offered to employees based upon seniority, the employee's ability to receive the training and perform the tasks involved and desire to be training for the tasks to be performed.

ARTICLE 9: STRIKES, STOPPAGES AND LOCKOUTS

The parties to this agreement recognize the importance of providing the Customer with uninterrupted, quality service. During the term of this agreement as per Article 24, no employee(s) will call, instigate or participate in any strike, sympathy strike, sit-down, stay-in, walkout, slowdown, stoppage, picketing or willful interference with work or receipt of shipment of materials and supplies against the Company or Customer. In addition, the Company will not lockout the employees.

Both parties agree that in the event of such action(s) as are noted above, the offended party may pursue all lawful recourse to address and halt such action(s) including, but not limited to, appropriate temporary and/or permanent injunctive relief.

Employees actually engaged in any strike, sympathy strike, sit-down, stay-in, walkout, slowdown, stoppage or curtailment of work, picketing or willful interference with work or receipt of shipment of materials and supplies, may be suspended or discharged by the Company on an equal-for-equal misconduct basis and there can be no resort by the employee(s) or the Union as a result of such suspension or discharge to the grievance or arbitration procedure as set forth in this agreement except with respect to the question of whether the employee(s) engaged in the prohibited conduct or where the Company does not apply discipline on an equal-for-equal misconduct basis.

However, it shall not be violation of this Agreement and it shall not be cause of disciplinary action if any employee honors an authorized picket line of UAW represented employees who are involved in a labor dispute with Customer at its facility in Indianapolis, Indiana.

ARTICLE 10: GRIEVANCE AND ARBITRATION

There is a four (4) step grievance process with the option of mediating a dispute prior to arbitration, which is the avenue to resolve disputes arising from the interpretation or application of the provisions in this agreement or employee discipline. The last of these steps involves final and binding arbitration. Discipline which involves termination or suspensions of employee(s) will automatically go to the 2nd Step. A copy of the Company's work rules are attached to this agreement as Attachment A.

Each of the Company's employees and supervisors must make every effort to resolve their differences of opinion and/or disputes on an informal basis. Failing to reach a mutually agreeable resolution, Union representation will be provided upon request of the employee to assist in the resolution of the dispute prior to the dispute or difference being reduced to writing.

STEP (1) If the dispute is not resolved informally to the parties' mutual satisfaction, the employee has three (3) regularly scheduled days from the date at which the employee is otherwise aware of the alleged violation or discipline to file a grievance concerning the alleged violation or discipline or the matter will be considered closed. The matter must be reduced to writing and must state the specific charge cited and be signed by the Union Steward and the grievant on a form provided by management and presented to the employee's immediate supervisor. Management will provide a written response to the grievance filed within three (3) regularly scheduled workdays of the receipt of the grievance.

STEP (2) If the grievance is not resolved in Step (1), it will be placed on the agenda of the next regularly scheduled meeting between the appropriate steward(s) and Management for resolution. If resolution is not forthcoming within seven (7) working days from that meeting, the grievance will go to Step (3).

STEP (3) A meeting between the Company Representatives, the International Servicing Representative, Chairperson, and Local Union President to discuss the grievance will be held within thirty (30) working days from the answer given at Step (2). If the grievance is not resolved, the Company will give the Union a written answer within seven (7) working days of the Step (3) meeting. If the grievance is not settled in Step (3), the grievance may be referred to Step (4) – Arbitration.

STEP (4) A request for arbitration of a grievance must be given to the other party within thirty (30) days of Union's receipt of the Company's written answer to Step (3) of the procedure set forth above. The arbitrator will be confined to the interpretation of the explicit provision(s) in this agreement and have no authority to add to, detract from, alter, amend, or modify any provision of this agreement. The Arbitrator will not have the right to impose limitations or obligations on either party not specified in this agreement. The Arbitrator's ruling will be final and binding on all parties.

Alternatively, following Step (3), the parties may mutually agree to go to binding mediation as opposed to arbitration. If either party does not agree to go to mediation, mediation will not be an option. If mediation is not mutually agreed to, the grieving party may elect to advance the grievance to Step 4 – Arbitration. The party advancing the matter to Arbitration still must do so within thirty (30) days following Step 3.

The parties may mutually agree, in writing, to extend any time limitations at any step of the grievance procedure.

Arbitrators will be selected from a list(s) provided by the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) and the expenses will be shared equally by the Company and the Union. The Arbitrator's decision will be submitted in writing.

Optional: At the time of receipt of the party's notice requesting arbitration, and at any time thereafter prior to the arbitration taking place, either party may request of the other party that the matter in controversy be submitted before a mediator in an effort to resolve the matter between themselves to their mutual satisfaction. If the parties mutually agree to mediate the dispute, they shall select a mutually agreeable mediator from a list provided by FMCS or AAA or such other source as they may mutually agree. The costs of the mediation process shall be borne equally by the parties. In the event that the mediation process resolves the issues between the parties, the notice of arbitration shall be withdrawn. In the event that mediation fails to resolve the matter, the parties mutually agree that all communications and negotiations of the parties with the mediator are privileged and that the mediator utilized shall not be called as a witness by either side during the arbitration process or otherwise.

Reinstatement of Grievances

The parties acknowledge the importance of a stable, effective and dependable problem resolution process that ensures prompt, fair and final resolution of employee problems. Attempts to reinstate problems properly disposed of through the grievance procedure outlined violate the principles of collective bargaining in the grievance procedure. However, in instances where the International Union, UAW by either its Executive Board, Public Review Board, or Constitutional Convention appeals Committee have found the disposition improperly affected by the Union or a Union Representative, other than matters which have been arbitrated, the International Union may inform the Company in writing they wish to reinstate the grievance and provide the Company with the written reasons and decision upon which the request is made. The Company will not be liable for any claim or damage and will be indemnified therefore by the Union related to the time period between the last disposition and reinstatement of the grievance in the event the grievance is reinstated.

ARTICLE 11: UNION ACTIVITY

The Company will not deny any representative of the Union who is fulfilling the duty of administering this agreement an opportunity to confer with a manager, another union representative and/or employees. Proper access is required as defined by the customer. Upon an employee's request, a Union Steward will be present at investigative meetings between management and employee(s).

The unit chairperson will be allowed reasonable time up to 34 hours a month to conduct union activities and will be paid the appropriate rate of pay for any hours worked above the scheduled shift with prior approval of Management. Steward(s) will be allowed up to 24 hours a month for union business. If additional time is needed for union business, the Steward may appeal to their supervisor for consideration of additional time and will be paid the appropriate rate of pay for any hours worked above the scheduled shift with prior approval of Management.

All Union activities administering this agreement must minimize interference with operations.

The Union will furnish to the Company the names and assignments of one (1) Unit Chairperson and three (3) Stewards, with one steward being appointed to each shift. The Union will promptly notify the Company of any change of elected representative, the Unit Chairperson and Steward.

ARTICLE 12: WORK WEEK AND RELIEF

Section 1

The regularly scheduled work weeks and breaks for the Customer are:

1. Five (5) days within a consecutive seven (7) day period consisting of eight (8) hours per day inclusive of two (2) paid twenty-three (23) minute breaks and a thirty (30) minute unpaid meal period commencing during the regular hours of business operation from Saturday at 12:00 midnight through Friday at 11:59 p.m. Each workday begins at midnight and ends at 11:59 p.m. the same calendar day.
2. Company's employees' time of scheduled breaks and meal times shall mirror those break times and meal times as set or the employees of Customer or such other times as Customer shall designate in writing.
3. The Company will make every attempt to provide consecutive days off whenever practical.
4. Any shift schedule changes will be reviewed with the Chairperson or Steward to discuss alternatives prior to implementation. In the event that shift schedule changes are required, the Company will make every effort to provide fourteen (14) days' notice before the new shift schedule goes into effect. In the event that Customer changes its production schedule, which impacts the work schedules, the

parties will meet to discuss scheduling alternatives. In the event that Customer directs the Company to alter the work schedules of the Company employees to mirror Customer's work schedule, the parties agree that the Customer's instructions will be honored and the work schedules shall be modified accordingly.

5. The work week and daily schedules as established by the Company herein shall be adhered to at all times.

Section 2

When an opening occurs in a classification that has more than one schedule(s) or start times, employees within such classification will be solicited and given preference by seniority to fill the open assignment, before the job is opened to bid, or perpetual bid process.

1. The employee filling the open assignment and management will have an evaluation period of ten (10) working days to review the candidate's job performance and interest in performing the job. Upon satisfactory completion of the tenth working day, the employee will be restricted from returning to their previous schedule, and will be restricted from exercising schedule preference within that classification for six (6) months from the date of the original job award.
2. This process will have no effect on permanent job bids outside the employees' classification.

ARTICLE 13: OVERTIME

Overtime pay will be paid in accordance with the following provisions.

- All hours worked in excess of forty (40) hours in a normal workweek will be paid at one and one-half (1½) times the regular rate of pay.
- All hours worked on a holiday as specified in ARTICLE 15: HOLIDAYS will be paid at the employees' regular rate of pay plus applicable holiday pay.
- Overtime or premiums provided for under any provision of this Agreement shall not be duplicated, i.e., in case certain hours worked are covered under two premium provisions in this contract, pay shall be computed under each premium and the greater amount only shall be paid.

ARTICLE 14: EQUALIZATION OF OVERTIME

Section 1

DAILY OVERTIME

1. Employees will be awarded daily overtime by order of seniority within their classification, shift, and day. The Union and Company will collaborate with each other to administer an Overtime Equalization Process.
2. The Company will notify employees of daily overtime at least two (2) hours prior to the end of their shift or as soon as the need for overtime is known.
3. If in the event the process fails to secure the required manpower, employees with the least seniority in the classification and shift will be required to work.
4. If an employee accepts daily overtime and later due to a change of circumstance elects to refuse the overtime, the employee must notify the supervisor one (1) hour prior to the end of their regular scheduled shift.
5. If an employee accepts daily overtime and later elects to refuse the overtime and fails to notify the supervisor one (1) hour prior to the end of their regular scheduled shift, the employee will be charged two (2) times the overtime hours that the employee would have been paid if he/she had worked under the Equalization of Overtime provision.
6. If an employee accepts daily overtime and the shift has changed, the employee, in addition to any other penalty, is obligated to fulfill the commitment to work or the employee will be subject to violation

of shop rules. An employee may request to leave early for good cause which consent to leave will not be unreasonably withheld.

Section 2

SCHEDULED OVERTIME

1. Employees will be awarded overtime by seniority within their classification and shift.
2. Management will notify employees of the opportunity for scheduled overtime at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
3. The Company will poll the employees that are at work by seniority, high to low, to fill the scheduled overtime needs. If in an event the process fails to secure the required manpower, employees with the least seniority in the classification and shift will be required to work.
4. If an employee accepts scheduled overtime upon being polled and later due to a change of circumstance elects to refuse the overtime scheduled, the employee shall notify their supervisor two (2) hours prior to the end of their shift preceding the scheduled overtime commitment.
5. If an employee accepts scheduled overtime and the overtime as scheduled has commenced, the employee is obligated to fulfill the commitment to work or the employee will be subject to violation of the attendance policy for the time(s) as scheduled.
6. Notwithstanding any language to the contrary, the company will attempt to equalize overtime on all shifts within classifications subject to operational needs by offering the next available overtime to the employee within the classification and shift who has the highest seniority with lowest overtime hours worked to date for that shift.

Section 3

HOLIDAY OVERTIME

1. Holiday overtime will be awarded to employees by order of seniority, high to low, within their classification, regardless of shift.
2. Management will notify employees of a holiday overtime opportunity at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
3. Employees cannot accept Holiday Overtime on another shift if they are eligible for Holiday Overtime on their assigned shift.

If in the event the process fails to secure the required manpower, employees with the least seniority in the classification and shift will be required to work.

Section 4

MANDATORY OVERTIME

1. The maximum number of hours an employee could be mandated to work is an additional four (4) hours over their daily shift unless they volunteer to work more hours.
2. Volunteers who work more than the four (4) hours shift limitation or a double shift will be granted the same relief breaks as that shift's normal breaks during the hours they work.
3. Employees will be granted a paid twenty-three (23) minute break between the end of their shift and the beginning of the overtime period, when the overtime period is expected to be four (4) hours or more of their regularly scheduled shift.
4. Employees who have volunteered or been mandated for at least a half shift will not be subject to an additional half shift mandate if there is another employee available and onsite within the classification and shift in line with seniority.
5. The Union and Company, in an effort to minimize repeated mandated overtime agree to collaborate with each other to establish a threshold at which the company may use temp(s) to perform what would have been mandated overtime work necessary to meet their Customer's needs which will not violate the spirit or letter of this agreement.

ARTICLE 15: HOLIDAYS

All permanent employees with seniority will be granted the following holidays:

- Thanksgiving
- Friday following Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day

Employees scheduled to work on Christmas Eve and New Year's Eve will receive eight (8) hours of regular pay, but will be required to work only four (4) hours of their shift as scheduled provided that they complete their scheduled work assignments.

Holiday pay will be paid at regular straight time as per ARTICLE 12: WORK WEEK AND RELIEF, and will be all-inclusive towards forty (40) hours for the workweek.

To provide sufficient time for administration, the employee must submit his/her request in accordance with the vacation procedures in ARTICLE 16: VACATIONS.

To be eligible for holiday pay, an employee must work their regularly scheduled shift immediately prior to and the regularly scheduled shift following the holiday unless the absence is due to an approved contractual absence as provided in this agreement or the employee is placed on layoff status within seven (7) days of the holiday.

An employee is not eligible for holiday pay if the holiday falls during a personal, FMLA, military or work related injury leave.

A holiday that falls in the period in which an employee has scheduled his/her vacation will not be counted against their vacation entitlement.

For purposes of pay and observing the holidays, the agreed upon holidays will be observed on the same day as the Customer observes their holidays.

At the Company's discretion, the Company may provide a Christmas bonus to its employees.

ARTICLE 16: VACATIONS

Employees become eligible for paid vacation accrued after hire as a bargaining unit employee. Vacation entitlement is based on seniority as follows:

ABM offers vacation time to full-time and regularly scheduled part-time employees working at least **20 hours per week**. Employees are eligible for vacation after **one year of service**. Vacation time for the next year will be given to the employee on his/her employment anniversary date. Vacation time for full-time employees (40 scheduled hours per week) is based on length of service with us:

One year of service – 40 hours of vacation

Two years of service – 80 hours of vacation
Ten years of service – 120 hours of vacation
Fifteen years of service – 160 hours of vacation

Part-time employees working less than 40 scheduled hours per week, but more than 20 scheduled hours per week, will receive vacation pay based on the average number of scheduled hours he/she was regularly scheduled to work during the previous 12 months of service. Vacation time for part-time employees working at least 20 hours per week is based upon length of service with us:

One year of service – average number of hours worked per week during the previous 12 months
Two years of service – twice the average number of hours worked per week during the previous 12 months
Ten years of service – three times the average number of hours worked per week during the previous 12 months

Use of vacation time must be requested and approved in writing fourth-eight (48) hours prior to the time you take off. Vacation approvals are granted on a first requested – first served basis. If two or more employees make the request at the same time, seniority (date of hire) will be the deciding factor. **Only one employee from each department may be on vacation at a time.** However, if operational demands permits, management, at its discretion, may allow two (2) employees from each department to be on vacation at the same time, Vacation time may be taken in one (1) hour increments.

Employees may not use vacation time for tardiness. Vacation time may not be carried over from one year to the next, except an employee may carry over to their next vacation year up to twenty-four (24) hours of unused vacation time to use in that next year to be paid out for that time, at their option, during that next year. If you do not use the days/hours given to you, you lose the remaining time. The use of vacation time is not included in determining actual hours worked when computing overtime.

Employees who resign from ABM must give and work a two week notice period in order to be paid the balance of vacation time not used, upon leaving the Company.

You may get the vacation request form from the Human Resources Department

Employees that have exhausted his/her sick time balance must use vacation hours to cover continued excused absences due to illness.

ARTICLE 17: SICK TIME

It is the policy of ABM to provide full-time employees with paid sick time equal to four (4) days of regularly scheduled hours. Sick time may be used for:

- A personal illness
- Illness of a family member
- Doctor/dental appointments
- Other pre-approved requests

Employees must complete one year of service to receive sick time. The hours will be given to an employee on his/her employment anniversary date and must be used before his/her next employment anniversary date. Employees may not accumulate sick time from one year to the next, nor will unused sick time be paid out to him/her.

ABM reserves the right to send an employee home that is obviously sick and may in Management's sole opinion constitute a threat to the health of coworkers and/or Customer. In the event that management sends an employee home upon the terms previously set forth, such an event will not constitute an incident for point assessment for leaving early under Attachment D – Attendance Policy. Employees must use sick time if available, when sent home. After three consecutive days of illness, an employee is required to bring in a health care providers note before returning to work. For illnesses over three days, the employee must contact the Human Resources Department to request Family and Medical Leave.

Employees may not use sick time to extend a vacation or to excuse if he/she is tardy to work.

Upon resignation/termination, unused sick time will not be paid out. Sick time will not be available to use if an employee has given his/her two-week notice to resign.

ARTICLE 18: LEAVES

Personal Leave

Permanent employee(s) with more than one (1) year seniority may make written request (except in emergencies) for a personal leave of absence without pay. The request must state the nature and duration for the leave. Management may grant such requests up to thirty (30) days and reserves the right to grant additional leave as may be appropriate and/or necessary. Management may grant employees with less than one (1) year of seniority such a leave in emergency circumstances.

Family Medical Leave

Certain employee(s) are eligible for unpaid leave for certain qualifying circumstances in compliance with the Family Medical Leave Act (FMLA) of 1993 and as amended in 2008. In some instances, FMLA leaves will be concurrent with leaves covered in this agreement. Nothing in this Agreement will impair or diminish any rights or obligations of employees as contained in the FMLA and the Company reserves the right to implement and administer the FMLA policy.

Military Leave

Employee(s) who are called to and perform short term active duty as a member of the United States Armed Forces, Reserve or National Guard will be granted a military leave of absence on the basis of the personal leave provision and applicable law.

Union Leave

Leaves of absence for UAW Union activities will be granted to Bargaining Unit members for the duration of the assignment. The Union will provide written verification of such activities and will attempt to provide at least one (1) week advance notice, but no less than twenty-four (24) hours' notice. Duration of the assignment is not to exceed the greater of three (3) years or the employees' seniority at the date of leave request. During the leave, the employee shall accrue seniority; all compensation and benefits for the employee shall be provided by the Union during such leave periods.

Education Leave

Employee(s) who are enrolled in College, Trade Schools or GED Equivalency courses that conflict with an employee's work schedule may be given required time off as unpaid to support their continuation of higher education goals. All education leaves will be unpaid and supporting documentation showing that the educational facility is state licensed and nationally accredited will be required prior to such leave being reviewed for approval. Approvals will be made by the Site Manager or his/her designee and will be based upon operational needs.

Other Provisions

Those who return from leaves of ninety (90) days or less will return to their classification and shift. Upon return from a leave greater than ninety (90) days, an employee will have return rights as follows, provided the employee has seniority and ability to perform the job.

- Shift
- Classification
- Bargaining Unit

ARTICLE 19: JURY DUTY

Employees will promptly notify Management upon receipt of a jury summons. Absences due to being summoned for either jury selection or jury duty will be approved. The Company will compensate employee(s) for that absence as if they had worked on a straight-time basis upon receipt of verification of attendance as issued by the court. The employee will provide a copy of any payment check received for Jury Duty and the Company will deduct the amount from the employee's next check.

ARTICLE 20: BEREAVEMENT

When a death occurs in a seniority employee's immediate family as described below, the employee, on request, will be excused with pay to attend the funeral. The employee will be excused for any of his/her regularly scheduled workdays (excluding premium days), based on the schedule below, which the employee may use within seven (7) work days after the date of death. At the employee's option, and with the consent of Company, which shall not be unreasonably withheld, the employee may split their bereavement days and not take them all consecutively to permit them to deal with other matters associated with their family member's death for which they are obligated to present written verification of such use to the Company. The employee is obligated to present verification (an obituary or funeral receipt) to the Company. For the purposes of this provision immediate family is defined as:

| <u>Family Member</u> | <u>Bereavement Days</u> | <u>Family Member</u> | <u>Bereavement Days</u> |
|-------------------------|-------------------------|-------------------------------------|-------------------------|
| Current Spouse | 4 | Brother, Step-brother, Half-brother | 3 |
| Child or Step-Child | 4 | Sister, Step-sister, Half-sister | 3 |
| Parent | 4 | Current Sister-in-law | 3 |
| Grandparent | 3 | Current Brother-in-law | 3 |
| Grandchild | 4 | Current Son-in-law | 4 |
| Current Step-Parent | 4 | Current Daughter-in-law | 4 |
| Current Spouse's Parent | 3 | Aunts and Uncles | 2 |

Employees may be given an approved leave of absence without pay in the event of the death(s) of other relatives which are defined as legal guardian, and current spouse's grandparent.

ARTICLE 21: INSURANCE

The Company agrees to provide medical, dental, vision, and life insurance benefits as defined in Attachment A-Insurance, subject to eligibility requirements. An employee will become eligible for the above benefits on the first day of the month following completion of their sixty (60) days. The costs indicated in the plans provided, both now and in the future, during this contract may vary from year to year and/or carrier to carrier.

Policy Controlling

The Terms and conditions of the respective policies are controlling, and no-disputes regarding this Article are subject to Arbitration. The Company will make every effort to work with the employees to resolve concerns, problems or issues with the respective insurance carrier.

Change in Carriers

All plan designs, coverage levels and carriers shall remain the same for the duration of this agreement except due to economic reasons or for other legitimate business reasons, the Company may elect to change insurance carriers or opt to self-fund the coverage. The coverage under the new plan must be as good as or better than the coverage in effect at the date of this Agreement or at such other level as the parties may mutually agree. Before any change can be made, the Company will convene a meeting with UAW Local 933 and the UAW Region 2-B Director and/or his designees to review and discuss and reach mutual agreement on the network and service levels of the carrier in advance of any final selection of the insurance carrier or other changes to the plan.

Government Mandated Health Care

Should during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a Federal or State level, and should the Company or its employees be affected, directly, or indirectly, then, at the request of either party, the parties will collaborate and negotiate regarding said subject.

ARTICLE 22: GENERAL PROVISIONS

Non-Discrimination

The Company and the Union recognize the legal principles in the area of civil rights. We have reaffirmed in this Collective Bargaining Agreement our commitment to not discriminate because of race, religion, age, sex or any other basis made illegal or prohibited by applicable law. Any employee who alleges any form of unlawful discrimination agrees that their recourse shall be limited to ARTICLE 10: GRIEVANCE AND ARBITRATION of this Agreement, to the extent permitted by law.

Bargaining Unit Work

Work normally performed by employees of the Bargaining Unit will not be performed by non-bargaining unit employees except in the cases where a non-bargaining unit employee is instructing, training, performing pilot runs for new materials, equipment, methods or procedures, or emergencies.

No supervisor of the Company shall be regularly scheduled to perform bargaining unit work in a reduction or work force situation, or otherwise, except in the case of an emergency and the bargaining unit employees are unavailable or are in insufficient numbers to meet the necessary work required to be done, then in that event supervisor(s) may perform bargaining unit work to fulfill the emergency need.

Management Position

Seniority employees who take a management position will maintain all seniority rights under this agreement for thirty (30) days after date of hire into a management position. After thirty (30) days in the management position, that person would not be eligible to return to the bargaining unit except as a new hire.

New Hire Orientation Period

No more than once every two weeks, the Union, if necessary, may request all new permanent employees participate in a joint Company/Union orientation program. During the orientation program, the Union may use the necessary time, up to two (2) hours, to present Union awareness training.

On the Job Injuries

Employees injured on the job will be paid for time spent receiving medical treatment on the day of the injury. In addition, the Company will pay regular wages for subsequent treatments that happened during work hours, specified by the doctor for that injury if appointments cannot be scheduled after or before work hours. Whenever possible, such subsequent visits should be scheduled to avoid interference with the employee's regular scheduled work shift. H.R. will assist employee in treatment scheduling.

One Supervisor Concept

The Company recognizes that it is desirable for employees to take instructions from one supervisor. The Company will instruct its supervisors to relay orders through the immediate supervisor, whenever practical. The parties recognize there may be extenuating circumstances where a situation would require that instructions be given by a supervisor or member of management other than the immediate supervisor. In such a circumstance, the employee will not be disciplined for following the last job instructions given.

Sourcing

The Company acknowledges its desire of staffing operations with Bargaining Unit employees and affirms its intent to do so. In the event the Company has the opportunity to perform work requested by our Customer that the Company would otherwise not be able to accomplish while maintaining consistency of service throughout the project, the Company will meet with the Bargaining Committee to discuss options that would allow the Bargaining Unit to retain such work prior to any final business decision being made.

In the event the Company has an opportunity for new work of a continuous nature the Company will discuss the opportunity with the Union and the Company's manpower need(s) to meet the workload required. If the Company finds it necessary to establish a new classification of employee to perform the work due to education, training, or specific skills required, the Company and the Union agree to negotiate new classification and rate within thirty (30) days from when the work begins. In the interim period between the new work beginning and until negotiations as previously set forth are completed, the Company may use temp(s) per ARTICLE 3.

Plant Employment Opportunities

In the event that Allison Transmission should want to hire from within the amalgamated Union for permanent employment, ABM seniority employees who want to apply for the Allison Transmission openings will be afforded the necessary unpaid leave in order to apply for the openings and take any necessary testing. All seniority and benefits will continue to accrue for up to thirty (30) days of leave time. Should any seniority employee return to ABM after taking such leave time, they will be placed in the first available position on his/her shift within their classification as an ABM employee. Due to the operational needs of the business, the Union, the Company, and Allison will work together to mutually agree upon the number of ABM seniority employees who can be made available to apply for openings at any given time.

Contract Booklets

The Company will provide each bargaining unit employee with a contract booklet with the Company and Union logos on the front cover.

ARTICLE 23: SEPARABILITY

Should any article, part or paragraph of this Agreement be declared unlawful, invalid, ineffective or unenforceable by Federal or State Court authority having such jurisdiction, the parties agree that those

provisions not cited will remain in full force and effect. In addition, the parties agree to re-negotiate those provisions as may be necessary to give full force and effect to the intent of this agreement.

ARTICLE 24: TERM OF AGREEMENT

This Agreement will remain in effect from June 21, 2019 through June 20, 2023 unless either party exercises the provisions under ARTICLE 25: PROCEDURE TO MODIFY THE AGREEMENT or the Customer terminates the contract with ABM. In the event that the Customer terminates its contract with ABM, this Agreement shall be terminated as of the same date as it relates to ABM.

ARTICLE 25: PROCEDURE TO MODIFY THE AGREEMENT

In order to modify or terminate this Agreement, the party seeking such changes must give written notice to the other party of its intention to seek modification or termination of this Agreement at least sixty (60) days prior to the date this Agreement would otherwise expire. Failure to provide such notice will convert this Agreement into a year-to-year Contract with a sixty (60) day notice being required before this Agreement can be modified or terminated.

A conference to establish the collective bargaining process will be held within ten (10) days from the receipt of the written notice. In the event collective bargaining fails to produce a new contract before the expiration date of this agreement in effect, the parties may mutually agree, in writing, to extend this Agreement for the purpose of maintaining labor relations harmony while proceeding with the collective bargaining to forge a new agreement.

Notwithstanding the foregoing language, in order to meet the Customer's needs during the course of this Agreement, the Company and Union agree that upon request of the Company, they will meet to discuss the Customer's needs and/or concerns and how they may be met. It may be necessary to enter into a Memorandum of Understanding modification executed by the Company and Union.

ARTICLE 26: SUCCESSOR CLAUSE

In the event of any change in the ownership, management or operation of any of the facilities covered by this Agreement, by sale, assignment, transfer, lease, merger, consolidation or otherwise as provided in the instrument effecting the same, the purchaser, assignee, transferee, lessee, or other appropriately designated party as the case may be, shall be fully bound by all of the terms and conditions of this Agreement. All rights and benefits of the ABM employees set forth in this Agreement or any previous agreement shall remain in full force and effect as against such successor in interest, purchaser, transferee, lessee, or other such designated party.

ARTICLE 27: SAFETY AND HEALTH

The Company shall make reasonable provisions for the health and safety of its employees. The Company and the Union agree to jointly cooperate to the fullest extent to promote the safety and the maintenance of safe working conditions and practices for all employees. It is the responsibility of management and all employees to observe safety and health rules. The Union and the Company have established a Joint Health and Safety Committee consisting of two (2) representatives from both the Union and the Company who are responsible to review existing health and safety policies and for developing a set of goals that promote the health and safety objectives of the Company and Union as noted above. This Committee will meet at least monthly or as needed as agreed to by the parties.

All ABM employees will be required to complete a Comprehensive Health and Safety program titled Rapid Response at no cost to the Company.

ARTICLE 28: REQUIRED AGREEMENT MODIFICATION

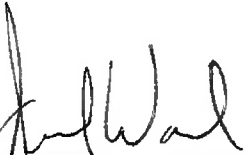
If during the course of this Agreement the national agreement between the UAW and Allison Transmission is modified or amended, or any governmental organization mandates contractual changes that affect either the Employees, the Union or the Company, either directly or indirectly, the parties to this Agreement will meet to discuss the impact of such changes or amendments and whether changes in law would require the need to amend this Agreement.

ARTICLE 29: INCORPORATION OF MEMORANDA

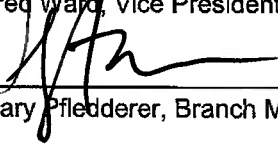
Memoranda of Understanding previously executed by the parties and attached hereto as Attachments E and F, and any other subsequent Memoranda of Understanding which the parties may execute hereafter from time to time to be incorporated into this Agreement, shall have the full force and effect of being made a part of this contract for all purposes therein stated.

IN WITNESS WHEREOF, THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE SET THEIR HANDS AS OF JUNE 21, 2019.

ABM INDUSTRY GROUPS.

By: 

Fred Ward, Vice President

By: 

Gary Pfledderer, Branch Manager

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, U.A.W. & LOCAL 933

By: _____
Rich Rankin, Director UAW Region 2-B

By: _____
Ron Dubree, International Service
Representative UAW Region 2-B

By: _____
Gary Holmes, President – Local 933

By: _____
Michael Hinkle, Unit Chairperson – Local 933

ATTACHMENT A
WORK RULES/STANDARDS AND EXPECTATIONS IN THE WORKPLACE

The list below setting forth examples of violations of Company rules is for reference purposes only and is not all-inclusive. These rules may change periodically at the discretion of ABM or our Customer. If you have any questions regarding the work rules, ask your immediate supervisor or your Union representative.

Violations of our Company work rules include but are not limited to:

1. Failure to comply with Company or Customer policies and procedures.
2. Unacceptable job performance.
3. Insubordination – refusal or failure to follow management instruction and/or direction.
4. Reporting to work or responding to a call-in situation in an unfit condition, including having any measurable amount of drugs, alcohol or other substances in your system.
5. Delaying or restricting operations, or influencing others to do so.
6. Unprofessional conduct toward co-workers, customers and/or clients.
7. Violence, threats, harassment, intimidation and other disruptive behavior, including verbal or written statements, gestures, or expressions, that conveys a direct or indirect threat of physical or emotional harm.
8. Solicitation contrary to Company or Customer policy.
9. Conducting non-work-related activities during work time or using Company or Customer property for non-work-related activities.
10. Outside activities, which are detrimental to the Company's image or reputation, the Customer's image or reputation or where a conflict of interest exists.
11. Excessive or unexcused absence or tardiness.
12. Falsification of Company or Customer records or time cards.
13. Theft and/or destruction of Company or Customer assets, Company or Customer property, and Company or Customer services; or theft and/or destruction of someone else's personal property.
14. Misuse of Company or Customer property and/or unauthorized copying or removal of Customer or Company property, documents, equipment, telephone system, tools, supplies or confidential information of any nature.
15. Possession or consumption of alcoholic beverages, unlawful drugs or drug paraphernalia on Company or Customer property or coming onto Company or Customer property or working on behalf of the Company, while having any measurable amount of drugs or alcohol in your system other than as prescribed by your physician for a current medical problem for which you are being treated.
16. Failure to comply with Customer – employee identification card policy, including display of appropriate ID or not immediately reporting a lost or stolen ID.
17. Failure to immediately report lost or stolen keys or master keys or security codes issued to you.
18. Failure to report to work on the third scheduled day without proper notice to your immediate supervisor.
19. Sleeping while on the job.
20. Walking off the job.
21. Gambling, solicitation for chance, or "loan sharking" on Company or Customer property.
22. Loitering on Company or Customer property.
23. Falsifying time sheets, personnel or other Company records, and/or withholding information from authorized authorities.
24. Using abusive language or profanity to a supervisor, co-worker, customer or in front of a customer.
25. Being in areas you are not authorized to work in.

26. The personal use of cellular phones and/or pagers during work hours. This includes text messaging and email.
27. The use of MP3 players, CD players, radios, headsets, portable games or electronic devices.
28. Any and all other acts of misconduct.

Company or Customer Phone System and Use

ABM does not allow employees to use Company phones or the Customer's phone system*. (*In a true emergency you may call a 911 operator.) If you need to use a phone ask your supervisor for permission and he/she will assist you.

Professional Conduct Policy

It is the policy of ABM that employees conduct themselves in a professional manner at all times. The Company understands that co-workers affect each other's performance and strives to provide an environment that stimulates productivity and overall satisfaction.

You are expected to act in a professional manner at the workplace. This extends to behavior around customers, as well as fellow employees and includes all times you are engaged in work-related activities, whether on Company or Customer property or at another location.

Examples of inappropriate conduct include, but are not limited to, the following:

- Causing or threatening physical harm to another employee or non-employee
- Causing loud language or shouting
- Making threats or bullying others
- Actions creating any safety hazards/safety violations

Dress Code

Each employee represents the Company to customers, clients, and other visitors. For that reason, we expect all employees to dress appropriately for the job, both on-site and when conducting Company business off-site, and to project a professional image of the Company.

A professional appearance is essential to your job. You are a representative of the Company, so you must present a clean and professional image to our customers, employees, management and the general public. You must practice good grooming and personal hygiene. You must dress in a uniform, if required, or if not, in a professional and appropriate manner. If your attire or physical appearance is inappropriate, you may be required to leave the premises until such time as your appearance is appropriate. Consult your Supervisor if you have questions as to what constitutes appropriate appearance.

Certain locations within our customer's facilities require that jewelry not be worn for safety reasons. Please make sure you are aware of those areas. In areas that have no jewelry policy please follow the above guidelines for jewelry, piercing and attire with regards to a professional and appropriate image.

Lastly, all ABM hourly employees working at Allison are required to wear their ABM issued uniform shirt with BLACK, BROWN or BLUE jeans. Full-time Employees will be eligible to receive up to five (5) ABM work shirts (uniforms) by no later than the completion of their third consecutive week of employment. No brightly colored pants or jeans are allowed. No yoga pants, leggings, sweatpants, capris or shorts are

permitted at any time. (It is recommended that ATI hourly employees who work in the Admin. area wear dark blue, black or brown Khaki/Dickie pants; however, it is not required). Employees may wear an ATI customer or ABM issued ball cap if available. No other ball caps or hats are permitted unless approved by Human Resources. Employees are required to wear tennis shoes or rubber sole boots with no heel. All full-time, non-probationary Project Workers and Material Handlers will be eligible to receive a \$100 work shoe voucher per year. All other footwear is strictly prohibited for safety purposes.

If an employee violates the dress code policy, management will send the employee home to change into acceptable attire. During the absence the employee will not be paid. Violations of this policy may also make employees subject to additional disciplinary action.

Substance Abuse Policy

It is the policy of ABM to protect employees from situations arising from substance abuse of alcohol, drugs of abuse and prescription drug abuse. To ensure that the workforce is productive, the facility is safe, and the success of business is not hindered by substance abuse, the Company has established a substance abuse policy.

Under no circumstances will any substance abuse or possession of illegal substances be tolerated. Possession or use of alcohol on Company or Customer property and/or possession or use of illegal drugs on or off Company or Customer property will not be tolerated. We have "ZERO TOLERANCE" on this issue. If you are suspected of substance abuse, you will be asked to submit urine, blood or breath tests for a substance abuse screening. If you refuse, your employment with ABM will be in jeopardy.

Anyone violating this policy will become the subject of an investigation into the matter. If the investigation shows an employee is guilty of alcohol or illegal drug possession or use, his/her employment will be terminated.

If an employee has a substance abuse problem, he/she has the responsibility to seek and complete treatment. The Company encourages those employees to come forward and report the problem to your manager or Human Resources. If you report your problem to management prior to an investigation pursuant to the Company's policy previously set forth, you will be required to seek help. You may not return to work until you have had an assessment by a professional that deals in alcohol or drug abuse. The cost of treatment will be at the employee's expense. The professional dealing in alcohol and drug abuse must certify the employee is fit to return to duty.

Participation in a treatment program is confidential, and will not jeopardize employment or advancement if satisfactorily completed, but participation will not protect employees from disciplinary action for continued unacceptable job performance or policy violations. If an employee decides to seek treatment for a substance abuse problem, he/she must contact a program within two weeks of reporting the problem to your manager of Human Resources.

Employees who complete treatment for a substance abuse problem may be subject to additional random substance abuse screenings throughout a two-year period following treatment. Any positive screening results will be cause for immediate termination of employment.

For purposes of this policy and the Company work rules, "under the influence of drugs or alcohol" shall mean having any measurable amount of alcohol, drugs of abuse or other drug that has not been prescribed for your current use by a healthcare professional, in any samples you may be requested to give.

The Company performs drug tests in the following situations.

- Pre-employment,
- Post-accident
- For cause,
- Random or unannounced, and/or
- Under contractual stipulations.

The Company reserves the right to conduct random, no-notice testing of current employees at any time at its sole discretion.

Employees must sign a release authorization giving the Company access to the results of the required tests of samples given. Employees refusing to sign the release will be terminated as may those refusing to give samples or employees who attempt to adulterate samples or provide fraudulent samples (not his or her own).

Any employee who tests positive for drugs or alcohol will be removed from the workplace. Employees who test positive and who believe the test was in error may request a retest of the original specimen.

Employees are advised to notify their supervisor within five days of any conviction for criminal drug activity occurring outside the workplace.

Employee Personal Relationships

ABM realizes that personal relationships of a romantic nature may develop between co-workers. While ABM does not wish to either condone or ban all such relationships outright, the Company has established some guidelines for such relationships.

What employees do on their own time away from work is private, unless it negatively impacts their performance in the workplace. The manner in which employees conduct themselves at work is subject to Company policies and work rules.

Any romantic relationships between supervisors and subordinates are prohibited.

Co-workers who are engaged in a personal relationship should refrain from personal conduct or contact on Company premises that may be apparent to others or may create tension with co-workers or may cause other employees to feel uncomfortable or offended.

Employees are reminded that they must adhere to the Company's sexual harassment policy. Unwelcome comments or behavior from one employee to another employee may be considered sexual harassment by either employee or others and will be dealt with according to Company policy.

Cell Phones/Text Messaging and Electronic Communication/Devices

It is the policy of ABM to prohibit personal cell phone use within Company/Customer buildings during normal work hours. Personal cell phones must be turned on silent or vibrate at all times unless you are on a normally scheduled break or at lunch. Employees are allowed to make personal calls or text message on cell phones in designated areas only during break periods and lunch. Under no circumstances should an employee be using a personal cell phone or text messaging during the working

hours of his/her workday, unless such usage is for Company business purposes only and the employee agrees in writing to allow his/her personal cell phone to be utilized for contacting Company supervision or Company supervision contacting them for business purposes.

Some cell phones have the capability to take photographs. This capability could allow for theft of trade secrets or expose confidential information; therefore, employees are prohibited from taking photographs anywhere on Company or Customer grounds.

Employees may not use any form of electronic communications or devices on Company or Customer premises for any reason unless specifically authorized by the Company or the Customer in writing.

Cameras and Other Recording Devices

It is the policy of ABM to prohibit the use of cameras, tape recorders, or other recording devices on Company or Customer property without written permission. This is to protect the privacy of all employees and to ensure the security of confidential business information.

If you have questions regarding this policy, please see your Human Resources representative.

Searches and Inspections

To ensure security, ABM reserves the right to conduct searches of Company or Customer property, including workstations, desks, file cabinets, lockers, and similar areas. This also extends to computers (email and internet use) and telephones (voice messages). ABM may search Company or Customer areas at any time, either randomly or when there is a reason to believe that prohibited items may be present or violations of work rules or policies may have occurred.

ABM reserves the right to conduct searches of employees' personal possessions, including lunchboxes, briefcases, backpacks, packages, and any other items carried onto Company or Customer property. For purposes of this policy, "personal possessions" do not include items of clothing being worn, or employee vehicles. However, employees may be asked to empty pockets, which request must be honored and complied with while on Company or Customer property. Also a visual inspection of an employee vehicle may be performed from outside (i.e., looking through the windows).

ABM reserves the right to deny entrance to any employee who refuses to cooperate with a request to search personal possessions. Employees who refuse to cooperate may be subject to the disciplinary process. Any search will be conducted in compliance with all federal, state, local, or other laws.

Employees or other persons who feel they have been mistreated under this policy should report their concerns to their supervisor or manager, or to Human Resources.

Security/Codes/Keys

The Company or Customer may maintain a security system and plan that covers Company or Customer buildings 24 hours a day.

Some employees are issued security codes and keys so they can enter Company or Customer buildings at certain times through locked doors. If an employee enters the building through a locked area, they must use the security code and/or key given to him/her. If you are unable to enter the building using the

security code, and/or key, notify your supervisor. If you have any security-related questions or problems or have lost your key(s) or code(s), notify your supervisor and ABM.

- If you sign a key out, you are responsible to sign it back in yourself.
- If you leave the property with a key, you may be subject to discipline.
- Do not share keys.
- If you lose a key on site notify your supervisor immediately. Supervisors are to make notes of these dates and times.

ID Badge

All employees have been issued ID badges. If your badge is stolen, you must notify your supervisor immediately. Under no circumstances should you allow access to an area for anyone other than yourself! Under no circumstances should you bring children to work.

Smoking/Tobacco Use

To maintain a safe and comfortable working environment, smoking and/or tobacco use is prohibited on Company or Customer grounds, including but not limited to:

- Inside Company or Customer buildings.
- Inside any entry way/vestibule.
- Outside the Company's main visitor/vendor entrances.
- In all Company or Customer's vehicles.
- When evacuating a building in any alarm situation.

Smoking/use of tobacco products may be allowed in a designated area outside the Company or Customer facility. If there is a designated smoking area, employees may smoke on designated break or lunch times in smoking designated areas only. If you are smoking in a non-designated area this may lead to disciplinary action.

Solicitation/Loitering

Loitering is prohibited at all times. Solicitation, distribution, and dissemination of literature or other materials by employees and/or non-employees for any purpose on Company or Customer premises in working or non-working areas is prohibited without written permission of management.

Human Resources Department or the General Manager must first approve any employee or non-employee postings of any type and in any location on Company or customer premises. If approved, postings can only remain up a maximum of 30 days. Human Resources and Operations reserve the right to limit the size and length of permitted postings.

ABM defers to Customer's policy regarding advertising charitable events and sponsorships.

Theft, Misuse or Destruction of Property

ABM does not tolerate theft, destruction, or inappropriate use of any Company or Customer assets, property, and services. ABM does not tolerate theft and/or destruction of employees' or non-employees' personal property. All incidents involving theft, destruction, or misuse of Company or Customer assets,

property, and services, and/or employees or non-employees' personal property must be reported to your supervisor.

ABM is not responsible for the personal property of its employees. Employees are responsible for safeguarding any personal property brought to work and kept on Company or Customer premises.

The Company will conduct a confidential investigation of the matter. The investigation results will be reviewed with the Company General Manager, and the local police will be contacted if the nature of the violation warrants such involvement.

Weapons

ABM prohibits all weapons on employees and on Company or Customer property. Where this policy is in conflict with state or federal law, the Company will comply with the law to the extent required.

For purposes of this policy, the definition of a "weapon" includes but is not limited to guns, knives, and martial arts or any item or object that is either designed to cause injury, or is carried and intended for use as a weapon. The Company recognizes that certain tools and other objects have legitimate uses and are not considered weapons when used for their intended purpose. However, when these items are used to threaten or inflict injury against another person, courts have recognized them as weapons; The Company follows this standard.

Workplace Violence

ABM prohibits violence in the workplace, and makes every attempt to maintain a safe workplace. The workplace is not limited to Company premises, but includes all environments where work-related activities are performed, such as work locations, off-site meeting locations and business travel.

ABM defines "violence" to include, but is not limited to, physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities.

This policy applies to all employees, all non-employees including customers/clients, visitors, suppliers, vendors, contractors, temporary workers, and other individuals with whom Company employees come into contact with during work duties. Any of these individuals may be a victim or a violator under Company policy.

Employees are required to promptly and accurately report incidents of violence, whether or not physical injuries have resulted, to the Human Resources Department. The Company will not tolerate any form of retaliation toward an employee who reports workplace violence. Any retaliatory incident must be reported to the Human Resources Department or the General Manager.

In cases of workplace violence, Management may contact and involve local law enforcement authorities as necessary.

Employee Discipline

It is the policy of ABM to maintain and enforce disciplinary action for failure to follow the work rules and policies of the Company. These work rules and policies may be amended from time to time, but a general overview of those work rules and policies as maintained by the Company are provided herein for

your review. In the event an employee fails to follow the work rules and guidelines as contained herein, or as may be formulated and instituted from time to time by ABM, an employee can expect to face disciplinary action which may include but not be limited to counseling, write-ups, suspensions, and/or termination of their employ with the Company.

In the event of the need for employee discipline, other than for safety violations or safety reasons, or other emergency situations requiring immediate attention, the supervisor/manager will inform the employee and the union representative that they wish to meet at the end of the employee's shift, or the beginning of the employee's next shift as the supervisor/manager and the Union representative shall agree, to discuss the need for discipline at which time the need for discipline shall be discussed between the supervisor/manager, employee and Union representative, unless the employee waives their right to Union representation in writing in the Union representative's presence. The employee will then receive the notice of discipline.

In the event of the need for employee discipline for safety violations or safety reasons, or other emergency situations requiring immediate attention, the employee may be immediately taken off of their shift assignment, the Union representative contacted, and the supervisor/manager, employee, and Union representative shall meet as soon as practicable to discuss the need for discipline unless the employee waives their right to Union representation in writing in the Union representative's presence. The employee will then receive the notice of discipline.

The Company maintains a policy of progressive corrective discipline in the workplace. Corrective action will be based on a rolling 12-month period. There are three types of corrective action:

1. Verbal communication/warning
2. Written communication/warning
3. Suspension.

The final disciplinary action is separation/discharge.

Appropriate disciplinary action may involve progressive disciplinary measures; or may result in immediate release/discharge.

Notwithstanding the foregoing language, employee discipline for absenteeism shall be governed by the policies and procedures set forth in Attachment D – Attendance Policy.

Surrender of Company Property

Departing employees are required to surrender all Company property in his/her possession, i.e., badge, keys, employee handbook, credit cards, cellular telephones, computer equipment, and assigned office equipment, on or before the last day of work.

Failure to return Company property and/or damages to Company property may result in a deduction from the employee's final paycheck (where allowed by state law). If not allowed by state law, legal action may be initiated by the Company to recover unreturned, missing, or damaged Company property.

ATTACHMENT B **BENEFITS**

The Company agrees to make available the following insurance benefits to all employees covered by this Agreement when such employees become eligible (the first of the month following the completing of their 60 days of employment) and hiring by the Company as a bargaining unit employee. It shall be the responsibility of the employees to properly and promptly complete all necessary enrollment cards.

Insurance

1. Medical insurance for the employee and their immediate family (highlights available): the plan provisions will apply.

401(k) Plan

The Company agrees to offer to all eligible employees in accordance with the plan, the opportunity to participate in an ABM 401(k) Plan, in accordance with the plan provisions. Upon fulfilling the plan eligibility requirements, an employee must elect in writing to participate in the Company 401(k) Plan.

ATTACHMENT C WAGES

New Employees of ABM

After the date of signing of this agreement, the rate for new hires by classification is set forth below:

| | | | |
|--------------------|---|----------------------|------------------|
| Classification I | – | General Housekeeping | \$11.00 per hour |
| Classification II | – | Outside Grounds | \$11.00 per hour |
| Classification III | – | Utility | \$11.00 per hour |
| Classification IV | – | Forklift Operator | \$11.00 per hour |
| Classification V | – | Project Worker | \$14.50 per hour |
| Classification VI | – | Material Handlers | \$15.50 |

Lead Material Handlers (except for William Roberts and David Gaines) shall be paid \$1.00 per hour above their wage rate at the time of their promotion to Lead Material Handler.

Wage Increases

All non-probationary employees, except as specified below, shall be eligible to receive the following increases to their hourly wages:

- July 1, 2019: \$.70
- July 1, 2020: \$.50
- July 1, 2021: \$.30
- July 1, 2022: \$.30

Maximum Hourly Rate of Pay for All Job Classification

The maximum hourly rate of pay for all employees employed by ABM for each classification of employee is set forth below:

| | | | |
|--------------------|---|----------------------|------------------|
| Classification I | – | General Housekeeping | \$15.76 per hour |
| Classification II | – | Outside Grounds | \$15.76 per hour |
| Classification III | – | Utility | \$15.76 per hour |
| Classification IV | – | Forklift Operator | \$15.76 per hour |
| Classification V | – | Project Worker | \$22.51 per hour |
| Classification VI | – | Material Handlers | \$23.51 per hour |

Notwithstanding any prior language as set forth above in Attachment C, when an employee's hourly rate for the classification they are in reaches the maximum rate of pay for their classification as a result of receiving their annual increases, or otherwise, their gross hourly rate shall not exceed the maximum hourly rate as set forth above for classification they are in. In the event the annual hourly increase which they receive would raise their hourly rate above the maximum rate of pay for their classification, that amount of money in excess of the maximum rate per hour worked will be accumulated and retained by ABM and remitted to the employee in a lump sum payment (with appropriate tax withholding) to be paid to the employee on the next pay date after the annual July 1st increase. For example, a non-probationary

general housekeeper making \$15.56 an hour as of June 30, 2019, will receive a per hour increase to \$15.76 on July 1, 2019. That general housekeeper, now at the maximum rate, will receive a lump sum gross payment on the first pay period following July 1, 2020 that is equal \$.50 ($$.70 - $.20 = $.50$) per hour worked between July 1, 2019 & June 30, 2020. As a further example, a non-probationary general housekeeper making \$15.56 an hour as of June 30, 2020, will receive a per hour increase to \$15.76 on July 1, 2020. That general housekeeper, now at the maximum rate, will receive a lump sum gross payment on the first pay period following July 1, 2021 that is equal \$.30 ($$.50 - $.20 = $.30$) per hour worked between July 1, 2020 & June 30, 2021.,

Once an employee reaches the maximum rate of pay per hour for the classification in which they work, all future increases in hourly pay will be accumulated and retained by ABM and remitted to the employee in a lump sum payment (with appropriate tax withholding) to be paid to the employee on the next pay date following the annual July 1st increase. For example, an employee at the maximum rate, will receive a lump sum gross payment on the first pay period following July 1, 2020 that is equal \$.70 per hour worked between July 1, 2019 & June 30, 2020. As a further example, an employee at the maximum rate in year two of the CBA, will receive a lump sum gross payment on the first pay period following July 1, 2021 that is equal \$.50 per hour worked between July 1, 2020 & June 30, 2021

Temporary Job Compensation

Employees awarded temporary job assignments by classification will be compensated as follows:

1. If an employee transfers from a lower compensated classification to a higher compensated classification, the employee will receive the higher base rate beginning on the first day on the job and ending on the last day on the job or their regular rate of pay, whichever is higher.
2. If an employee transfers from a higher compensated classification to a lower compensated classification, the employee will retain their higher base rate throughout the duration of the temporary job.

Additional Compensation

In addition to the aforementioned wage increase(s) as set forth above, each current bargaining unit employee of ABM as of the date of signing of this Collective Bargaining Agreement will receive a one-time ratification bonus of \$150.00 to be paid in the next pay period following the execution of this agreement.

ATTACHMENT D **ATTENDANCE POLICY**

ABM employees are expected to be punctual and regular in attendance, arriving for work as scheduled, on time, and prepared to start work. Employees are expected to remain at work for their entire work schedule, except for meal/break periods or when required to leave on ABM authorized business.

Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided. Such tardiness and absence causes problems for the employee's supervisor and co-workers. When an employee is tardy or absent, the employee's assigned work must be performed by others. Poor attendance and/or excessive tardiness will not be tolerated and may lead to disciplinary action, up to and including termination of employment.

In the absence of a specific local policy, if an employee is unable to report for work on any particular day, the employee must call his or her supervisor at least one (1) hour before the time that the employee is scheduled to begin work that day. If the employee calls less than one (1) hour before the scheduled time to begin work and does not arrive in time to begin work, the employee will be considered tardy for that day. This may be considered cause for denial of absence pay. In all cases of absence or tardiness employees must provide their supervisor with a reason or explanation. Employees must also inform their supervisor of the expected duration of any absence. If absence is related to a serious medical condition or disability this excessive absenteeism policy may not apply.

An absence is defined as failure to report for or remain at work as scheduled; this includes arriving late and leaving early. Unless an absence has been authorized in advance or is unavoidable, every employee will be expected to work as scheduled. ABM defines excessive absenteeism as four (4) or more absences in a six (6) month period. ABM defines excessive tardiness as three (3) or more tardies in a six (6) month period. A tardy is defined as a late arrival of seven (7) minutes or less. Anything over seven (7) minutes is considered an absence. In the absence of a specific office or branch policy, the following guidelines for excessive absenteeism and tardiness will be used:

| | |
|--------------------------------|------------------|
| 4 absences in a 6 month period | INFORMAL WARNING |
| 5 absences in a 6 month period | FORMAL WARNING |
| 6 absences in a 6 month period | FINAL WARNING |
| 3 tardies in a 6 month period | INFORMAL WARNING |
| 4 tardies in a 6 month period | FORMAL WARNING |
| 5 tardies in a 6 month period | FINAL WARNING |

Anything above that is TERMINATION.

An unreported absence, failing to comply with worksite calling in sick procedure, of three (3) consecutive work days, or a “No call/No show”, without proper notification to the company, will be considered a voluntary termination of employment.*

**Subject to business needs; may vary by office or branch.*

Excused Absences

- Vacation (Paid/Unpaid)
- Bereavement (Immediate Family Only – Documentation must be submitted)
- Jury Duty (Documentation must be submitted)
- Court Summons (Documentation must be submitted)

All other absences will count against an employee’s attendance. This includes requesting time-off other than what is listed above. No Special Exceptions!

Any employee missing three (3) or more consecutive days (other than what is listed above) must provide a Doctor’s statement upon return. Any employee missing more than three (3) consecutive days – this will be brought to the attention of your Manager and Human Resources so it can be handled appropriately.

Forty-Five (45) days perfect attendance removes one absence.

Employees with six (6) months perfect attendance earn one (1) paid personal day.

Perfect Attendance Bonus:

All non-probationary, full-time employees with perfect attendance (no absence (excused or unexcused) or tardy (excused or unexcused) of any kind) in a two-month period (as defined by management) shall receive a \$100 perfect attendance bonus payment, less applicable taxes and withholdings.

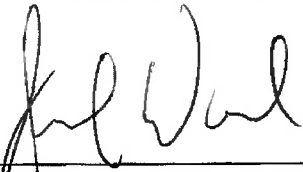
This Page Intentionally Left Blank

ATTACHMENT E
MEMORANDUM OF UNDERSTANDING FOR
ARTICLE 14: EQUALIZATION OF OVERTIME

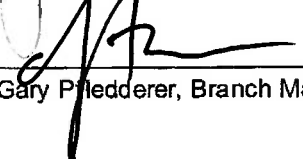
Due to the operational needs of the Customer, Allison Transmission, Inc., the parties hereto wish to modify the language of Article 14 providing for the Equalization of Overtime notwithstanding any language to the contrary therein, to provide in each subsection thereof that overtime, whether daily, scheduled, or holiday, will be awarded to its employees, on a plant-by-plant basis to which they are assigned or are a back-up therefore, by order of seniority within each of the employees' classification, shift, day, as may be applicable. Therefore, it has been agreed between the parties that for the outlying plants (Plants 15, 17, 20 and 21) there shall be two back-up employees for each regular employee presently assigned to said plant who shall serve as a back-up for said regularly scheduled employee and along with the regularly scheduled employee as an overtime group for purposes of allocating and equalizing overtime within the plant. Employees, by seniority and classification, may select one plant for which they may wish to be a back-up for the employee(s) presently scheduled within that plant. Thereafter, should it be necessary, due to absence or for the necessity of equalizing overtime within the plant, the plant's back-up employee group only, except in an emergency situation, shall be utilized to fill in for the regularly scheduled employee within that plant in which he or she is a back-up for regularly scheduled work and/or for overtime work as may be available. In the event that an employee who has the right to be a back-up on a seniority basis elects not to do so, they shall remain as part of the main campus plant overtime group (Plant 3, 4, 6, 7, 12 and 14) and shall be assigned overtime as available within the main campus plant for purpose of equalization of overtime within the main campus plant.

ABM INDUSTRY GROUPS, INC.

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, U.A.W. & LOCAL 933

By: 
Fred Ward, Vice President

By: _____
Rich Rankin, Director UAW Region 2-B

By: 
Gary Pfledderer, Branch Manager

By: _____
Ron Dubree, International Service Rep
UAW Region 2-B

By: _____
Gary Holmes, President – Local 933

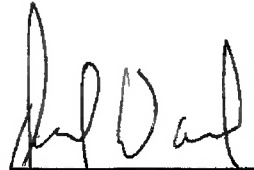
By: _____
Michael Hinkle, Unit Chairperson – Local 933

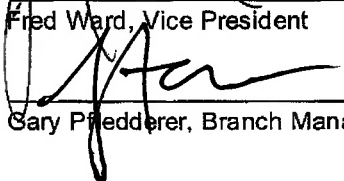
ATTACHMENT F
MEMORANDUM OF UNDERSTANDING FOR
COLLECTIVE BARGAINING AGREEMENT FOR PURPOSES OF CLARIFICATION
OF JOB BIDS FOR EXISTING EMPLOYEES

Notwithstanding any language to the contrary in Article 8, employees of ABM who bid on a non-temporary job within the classification in which they presently work and are classified, or any job outside their classification having the same base rate of pay as set forth in Attachment C – Wages, shall receive the same rate of pay that they presently receive if they are the successful bidder and accept the non-temporary job assignment.

In the event that an employee of ABM bids on a non-temporary job assignment outside of the classification in which they work and are presently classified, and such job has a lower base rate of pay as set forth in Attachment C – Wages, upon being the successful bidder and accepting the assignment shall be reclassified consistent with the job assignment bid upon and their current hourly pay will be changed to the base rate of pay as set forth in Attachment C – Wages for the classification and job assignment accepted.

ABM INDUSTRY GROUPS, INC.

By: 
Fred Ward, Vice President

By: 
Gary Pfedderer, Branch Manager

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, U.A.W. & LOCAL 933

By: _____
Rich Rankin, Director UAW Region 2-B

By: _____
Ron Dubree, International Service Rep
UAW Region 2-B

By: _____
Gary Holmes, President – Local 933

By: _____
Michael Hinkle, Unit Chairperson – Local 933